

General Details:

Auction Number & Title	A0005660 / DEMIL Metallic and Nonmetallic Scrap Tucson CDD
Contract/Sales Order Number	0049622626
Publish Start Date	02/07/2017 15:33:01 EST
Auction Closing Date	02/10/2017 15:46:50 EST
Sales Type	Term Quantity/Sealed Bid
Contract Start Date	02/21/2017
Contract End Date	02/20/2019
Target Group/Business Partners	
Bid Type	Sealed Bid
Auction Duration	3 day(s)
Start Price	0.01 USD
Pricing Method	Market Price
Market Price Index	4HH
Market Price Value	0.09 USD

Product Information(for each line):

Line Item 1

**SL0000102 Tucson CDD
Arizona**

DTID:--

Demil Code:--

**Qty/UI:60000000/L
B**

**Fld Off:JSZW/DLA
DS Tucson CDC**



Sales Information

Description

Property stream is DEMIL Codes B, C, D, E, F, and Q.

DEMIL B & Q property is not normally part of the property stream, however on the occasion that the purchaser receives this property, the property will be treated as DEMIL required property and added into the total weight for the contract.

Property will consist of but is not limited to: Unsegregated steel (light and heavy), aluminum, stainless steel, copper and brass, with nonmetallic material to include plastic, textiles, ballistic glass, kevlar and fiberglass, from weapons components and accessories, aircraft components and accessories, armored skirts, armored vests, tank tracks, track shoes, flight critical and sensitive components and other components in various shapes and sizes requiring demilitarization.

The property stream will include the above parts and components and any other material requiring demilitarization at the discretion of the government. Purchaser is responsible for property pick-up, located at a receipt in place (RIP) location on Base or PHYSICALLY located at the Centralized DEMIL Center.

This is a two year contract, with four, six months extension possible. Purchaser must, in writing, agree to each extension 90 days prior to the end of the current contract. Final determination on contract extension requests are DLA's responsibility and right.

Purchasers facility will be located within 50 miles of Tucson Centralized DEMIL Division (CDD). Located at: 7030 E. Irvington Rd, Tucson, AZ 85714.

Purchaser will submit a detailed Operation plan on how their company will, jointly inventory property, provide a monthly report of property DEMILed and current operational status of operation equipment, proper disposal of all dunnage and how your company will demilitarize the property, avoiding landfill when possible.

Operational plans will be considered as part of the bid and MUST be submitted with your bid to be considered. Submit Operational plans to DRMSALESBIDS@DLA.MIL or FAX to 269-961-7568. Monetary Bids may be placed online via The Sales Web. If unable to make the Bid online you can Fax Bids to 269-961-7568 or email them to DRMSALESBIDS@DLA.MIL

1) Operational plan: Shall demonstrate an operational phase in capability. This should be delineated by date and weight the facility can accept material to be processed. Contract award is currently scheduled for 21 February 2017 and full operational capability is 6 March 2017. Provide a timeline by week from contract award date to full operational date of ability to accept and process all property.

2) Provide plans that explains the ability to properly process up to 150,000 pounds of DEMIL required material daily, in accordance with DoD manual 4160.28-M Vol. 3.

3) Provide plans for workspace for three government employees, at purchasers expense, that includes administrative support (desk, chairs, lockable file cabinets, telephone, internet access, ect.). Provide drawing of office space including room dimensions.

4) Provide Site Safety Plan: Fire Evacuation Plan, fire extinguisher placement, ect.

5) Provide a scaled facility drawing of the DEMIL processing area showing the demilitarization process throughput area/buildings, accessibility.

6) Provide plans for area surveillance/monitoring to include camera locations, security, and any other measures your company will be taking. (Security Patrols - Facilities shall be checked at intervals not exceeding 8 hours. Facilities should be checked by a security patrol more frequently as determined by the local threat and vulnerability assessment) In accordance with, DoD 5100.76M Enclosure 5.

7) Provide plans for security fencing in accordance with (Unified Facilities Criteria, UFC 4-4022-03 Security Fences and Gates, 1 October 2013) and access points to the DEMIL area.

8) Provide plans for secure overnight storage area for DEMIL required property in accordance with, DoD 5100.76M Enclosure 5.

9) Provide plans for lighting both inside and outside the DEMIL area. (Security Lighting - Exterior lighting shall be provided for all portable armories in accordance with paragraph 2.h. of this enclosure) In accordance with, DoD 5100.76M Enclosure 5.

Purchaser will provide a monthly report to the Sales Contracting Officer (SCO) of property DEMILed by disposal turn-in document (DTID) and the resulting scrap weight.

All normal hazardous material type property received, i.e. POLs, batteries (all types) and other miscellaneous items will be disposed of or recycled by the purchaser at purchasers expense. If a shipment of hazardous material not normally associated with the property stream (ie. radioactive), is shipped to the purchaser the Government will make arrangements for disposal and transportation.

Purchaser will be billed for all metallic material. All non-metallic material will not be included in the billing weight.

Purchaser is responsible to remove and dispose of all dunnage at no cost to the government. Dunnage is described as, all shipping material, packaging and containers used to store and transport property. This includes, but not limited to, cardboard, wooden boxes, paper, Styrofoam inserts and pallets.

All dunnage and packaging disposal is the responsibility of the Purchaser, to include cost of disposal.

Joint inventory of property will be conducted when purchaser loads the property at the CDD and RIP locations on the Base.

Purchaser will be required to DEMIL all PROPERTY DAILY.

Property that is unable to be demilitarized the same day as received due to late shipments, equipment failure etc., must be secured in a government approved secure area. That property will be the first thing demilitarized the following day.

Property will be DEMILed on a First In First Out (FIFO) basis.

Property may be direct shipped to the purchasers facility from multiple DLA locations with prior notification and coordination between Government and purchaser. This property will be inventoried upon receipt and demilitarized or secured in the same manner as the property being picked up by the purchaser from CDD.

An estimated 25 direct shipments per week or more are possible. Purchaser must provide a lay down area (Secure area) for inventory purpose for all direct shipments.

Suggested equipment to perform DEMIL operations:

- 1) Plasma and/or torch cutting equipment to complete the DEMIL.
- 2) A mobile shear for larger items.
- 3) A Shredder with these minimum specs Minimum cutting chamber 41"x63" Minimum hopper opening 62"x88" Minimum shaft diameter 7.4" Automatic reverse Minimum horse power range 150-200.
- 4) A Hammer mill that is capable of deforming/destroying property as small as 1 inch.
- 5) State certified scale on site to facilitate weighing of property shipped directly to purchaser.

Method and Degree of DEMIL/Destruction:

- 1) DEMIL will be performed off Government premises within a 50 mile radius of CDD Tucson, AZ. Located at: 7030 E. Irvington Rd, Tucson, AZ 85714.
- 2) DEMIL will be performed in the following manner as prescribed in DoD Manual 4160.28
 - a. Purchaser shall completely destroy material using a process that has the capability to handle up to 8' X 8' in size and result in residue not to exceed 4" X 4" in size or effectively destroy the item to prevent reuse, recognition or reconstruction of the item to the satisfaction of the Government appointed Verifier in accordance with DoD 4160.28 (DEMIL MANUAL). Automated size reduction prior to shredding is allowed.
 - b. Small end items (regardless of size) must be destroyed beyond recognition and to prevent re-use for its original intended purpose.
 - c. A Shredder or Hammer mill that is capable of handling parts, as small as 1 inch, is required.
 - d. Containers specifically designed to store and transport DEMIL items must be treated as DEMIL required and destroyed regardless of material content metallic, non-metallic, cardboard, wood, etc.
- 3) Parts removal or harvesting to any degree is not authorized and is strictly forbidden. Violation of this will result in contract termination.
- 4) Purchaser, with permit at purchasers expense, is only authorized to torch cut or shear material at the DLA facility to facilitate loading, or on special projects that may require work to be conducted on Base.
- 5) Purchaser is required to obtain access and all permits from the host installation as they apply at purchasers expense.
- 6) Purchaser at their expense, must provide and ensure that their personnel wear proper Personal Protective

Equipment (PPE) and adhere to all Base, State and Federal safety requirements.

7) Any activity by purchaser that results in property damage or spill is the purchasers responsibility to repair/replace any and all damages and perform necessary clean up in accordance with base regulations and all at the purchasers expense.

Surveillance and Security:

1) Government personnel or Contractor personnel will perform as DEMIL certifier and Government personnel only will perform as Verifier to ensure demilitarization has been properly performed.

2) Purchaser may be authorized by the Government to perform DEMIL certification requirements by written appointment. Instructions and training material will be provided by Government personnel or SCO.

3) All property must be destroyed within 48 hours.

4) Purchaser Certifier must actually perform or witness the required DEMIL. Government Verifier must actually witness the DEMIL of the material or inspect the residue, and must count the items to be demilitarized before DEMIL begins to the degree set forth, in accordance with DoD Manual 4160.28-M-V3.

5) Purchaser will be required to DEMIL items further if the degree of demilitarization is not met, the Government verifier will make the final determination.

6) Certifier and Verifier will execute the DEMIL certification within 48 hours of when the residue has met demilitarization specifications, when certificate is in DLA custody, title to property shall pass to the Purchaser.

7) Weighing shall be under the supervision of the Government and at its option on: (a) Government scales (b) Certified scales or (c) other scales acceptable to both parties at purchasers expense

8) Government Certifiers/Verifiers must have unrestricted access to the purchasers site where government property can be inspected and viewed while being demilitarized and destroyed.

Purchaser must be capable to remove and demilitarize up to 150,000 pounds of total weight (without regard to material content) per day during the course of the contract as quantities warrant or are available for DEMIL by the Government.

The final determination for all property and the DEMIL requirements will be confirmed by Government verifier and will be in accordance with DoD Manual 4160.28-M-V3.

Copy of DEMIL manual available upon request or can be downloaded at <http://www.dla.mil/ddsr/>

Time frame:

The potential high bidder, upon notification, will have 3-5 working days after notification is made to complete and submit their Statement of Intent and End Use Certificate that will be provided by SCO upon notification. A physical site inspection will be conducted by DLA Personal.

Purchaser will have 5 working days upon successful pre-award determination to provide the pre-payment to DLA Finance Office.

Pricing is determined from current market pricing. Pricing will be updated monthly on the first Thursday after the first Wednesday of the month by DLA Disposition Services. Pricing will only be adjusted the one time per month no matter how much the market fluctuates.

Purchaser and DLA Representative will both retain a copy of the removal documentation, DLA Form 1367 (signed by purchaser representative and DLA representative), Material Release Order (MRO) and scale weight ticket, with the DLA representative receiving the originals.

Potential high bidder will have 10 working days to have facility ready to receive property from official notification date.

Packing

Loose on ground, packed and unpacked and loose in cardboard cartons, wooden boxes, crates and pallets which are included in sale.

Removal

DLA POC: David Powell
PHONE: (520) 228-8017
E-mail: david.powell@dla.mil

Hours of Operation are Monday-Friday 7:00 am - 2:00 pm except holidays.

Weekends are optional only if agreed to by both parties and by approval of the SCO.

Inspection

DLA POC: David Powell
PHONE: (520) 228-8017
E-mail: david.powell@dla.mil

Hours of Operation are Monday-Friday 7:00 am - 2:00 pm except holidays.

Weekends are optional only if agreed to by both parties and by approval of the SCO.

Loading

DLA POC: David Powell
PHONE: (520) 228-8017
E-mail: david.powell@dla.mil

Hours of Operation are Monday-Friday 7:00 am - 2:00 pm except holidays.

Weekends are optional only if agreed to by both parties and by approval of the SCO.

Purchaser will load all property at Tucson CDD. Purchaser will be allowed to store loading equipment on site at Tucson CDD only when agreed upon by both the Government and purchaser. Purchaser will not be allowed to operate government equipment under any circumstances.

The following general information, instruction and special conditions of sales contained in DLA Disposition Services pamphlet entitled the Sales by Reference Instructions, terms and conditions applicable to Department of Defense personal property offered for sale by DLA Disposition Services, published July 2012, are hereby incorporated by reference and become a part of this Auction and any contract resulting from acceptance of a bid submitted pursuant to this auction as fully as though such instructions, terms and conditions had been specifically set forth herein:

Sale by Reference Articles and Paragraphs

DEMIL OFF GOVERNMENT PREMISES

TO BE DEMILITARIZED BY PURCHASER OFF GOVERNMENT PREMISES.

"Sale By Reference, July 2012"

PART 05-I: US Munitions List (USML) Items

PART 05-K: US Munitions and Commerce Control List Items (USML/CCLI) Compliance

PART 06-B: Demilitarization or Mutilation on Other Than Government Premises

PART 06-C: Failure To Demilitarize or Mutilate

PART 06-D: Change in Contract Requirements

PART 07-E: Dangerous Property

Article Demilitarization

Article Inspection of Contract Performance

End Use Certificate Applies.

DEMIL ON GOVERNMENT PREMISES

TO BE DEMILITARIZED BY PURCHASER ON GOVERNMENT PREMISES.

"Sale By Reference, July 2012"

PART 05-B: Convict Labor

PART 05-C: Contract Work Hours and Safety Standards Act-Overtime Compensation

PART 05-D: Liability and Insurance

PART 05-I: US Munitions List (USML) Items

PART 05-K: US Munitions and Commerce Control List Items (USML/CCLI) Compliance

PART 06-A: Demilitarization or Mutilation on Government Premises

PART 06-C: Failure to Demilitarize or Mutilate

PART 06-D: Change in Contract Requirements

PART 07-E: Dangerous Property

Article Demilitarization

Article Inspection of Contract Performance

End Use Certificate Applies.

DISMANTLING

"Sale By Reference, July 2012"

PART 05-B: Convict Labor

PART 05-C: Contract Work Hours and Safety Standards Act-Overtime Compensation

PART 05-D: Liability and Insurance

Article Dismantling and Removal

Article Partial Removal

Article Performance Bond

GOVERNMENT'S RIGHT OF SURVEILLANCE

"Sale By Reference, July 2012"

PART 07-S: Government's Right of Surveillance

Hazardous Property

"Sale by Reference, July 2012"

Part 07-C: Transporting Hazardous Materials

Part 07-R: Disposition and Use of Hazardous Property

Part 07-S: Government's Right of Surveillance

Part 07-T: Right of Refusal for Hazardous Property

Part 07-U: Record Maintenance

Part 07-Y: Government's Right to Make Contingent Awards

Article Hazardous Property

RCRA Notice Applies

Pre-Award Survey Applies
Statement of Intent Applies

LEAD BATTERIES, UNDRAINED

"Sale By Reference, July 2012"

PART 07-C: Transporting Hazardous Materials
PART 07-R: Disposition and Use of Hazardous Property
PART 07-S: Government's Right of Surveillance
PART 07-T: Right of Refusal for Hazardous Property
PART 07-U: Record Maintenance
PART 07-Y: Government's Right to Make Contingent Awards

RCRA Notice Applies,
Pre-Award Survey Applies.
Statement of Intent Applies.
CAUTION: Maintenance Free/Non Maintenance Free Batteries

LIABILITY INSURANCE

"Sale By Reference, July 2012"

PART 05-B: Convict Labor
PART 05-C: Contract Work Hours and Safety Standards Act-Overtime Compensation
PART 05-D: Liability and Insurance

MUTILATION OFF GOVERNMENT PREMISES

To be mutilated by purchaser off Government premises:

"Sale By Reference, July 2012"

PART 05-I: US Munitions List (USML) Items
PART 05-K: US Munitions and Commerce Control List Items (USML/CCLI) Compliance
PART 06-D: Change in Contract Requirements
PART 07-E: Dangerous Property

Article Mutilation
Article Inspection of Contract Performance

End Use Certificate Applies.

MUTILATION ON GOVERNMENT PREMISES

To be Mutilated by Purchaser on Government Property:

"Sale By Reference, July 2012"

PART 05-B: Convict Labor
PART 05-C: Contract Work Hours and Safety Standards Act-Overtime Compensation
PART 05-D: Liability and Insurance
PART 05-I: US Munitions List (USML) Items
PART 05-K: US Munitions and Commerce Control List Items (USML/CCLI) Compliance
PART 06-A: Demilitarization or Mutilation on Government Premises
PART 06-C: Failure to Demilitarize or Mutilate
PART 06-D: Change in Contract Requirements
PART 07-E: Dangerous Property

Article Mutilation on Government Premises
Article Mutilation
Article Inspection of Contract Performance

End Use Certificate Applies.

COMMERCE CONTROL LIST ITEMS

a. The Purchaser warrants and covenants that none of the items identified in the Sales offering and listed on its sales contract will be directly or indirectly used or disposed of for military use or exported unless a full disclosure of the origin of the property is made by the Purchaser. The disclosure of the origin of the property is made by the Purchaser. The disclosure must reference this Sales offering, sales contract number and be submitted to the Office of Export Administration.

The Purchaser understands and agrees that the Office of Export Administration may require the Purchaser to mutilate the property to the extent necessary to preclude its use for its originally intended purpose, and/or require the Purchaser to have or obtain an export license before the property may be exported outside of the United States, Puerto Rico, American Samoa, Guam, the Trust Territory of the Pacific Islands or the Virgin Islands.

PRE-AWARD MEETING

Pre-Award Meeting Applies.

SALE BY REFERENCE PART 1: General Information and Instructions: All conditions apply.

SALE BY REFERENCE PART 2: General Sale Terms and Conditions: All conditions apply.

SALE BY REFERENCE PART 4: Special Sealed Bid Term Conditions: All conditions apply.

SALE BY REFERENCE PART 5: Additional Special Circumstance Conditions - Miscellaneous: As specified in item detail.

SALE BY REFERENCE PART 6: Additional Special Circumstance Conditions - Demilitarization and Mutilation: As specified in item detail.

SALE BY REFERENCE PART 7: Additional Special Circumstance Conditions - Hazardous and Dangerous Property: As specified in item detail.

SCRAP-TERM SALES ONLY

"Sale By Reference, July 2012"
PART 05-I: US Munitions List (USML) Items

PART 05-J: Commerce Control List Items (CCLI)

PART 05-K: US Munitions and Commerce Control List Items (USML/CCLI) Compliance

Article Bid and Pre-Payment Evaluation

End Use Certificate Applies.

USED OIL, HAZARDOUS

"Sale By Reference, July 2012"

PART 07-C: Transporting Hazardous Material

PART 07-R: Disposition and Use of Hazardous Property

PART 07-S: Government's Right of Surveillance

PART 07-T: Right of Refusal for Hazardous Property

PART 07-U: Record Maintenance

PART 07-Y: Government's Right to Make Contingent Awards

Article Hazardous Property

RCRA Notice Applies.

Pre-Award Survey Applies.

Statement of Intent Applies.

ACCESS TO U.S. GOVERNMENT (USG) INSTALLATIONS

The USG will assist in entry/access to the USG installations for a minimal amount of personnel required for the assigned task. There will be no CAC sponsorship within this contract. Due to fluctuations in security levels, additional security requirements may be imposed on the bidder to gain access to the USG installations.

AWARD CRITERIA

Award(s) for this item will be based on highest priced responsive, responsible bidder and other factors, whose bid is the most advantageous to the U.S. Government (USG), as determined by the USG. Submitting the highest bid price (aka highest bidder) does not convey any special right nor does it imply that the purchaser will be the primary removal company or exclusively allowed to remove throughout the term of this contract.

CONTRACT DISPUTES ACT OF 1978

Any contract awarded as a result of this sale is subject to the Contract Disputes Act 1978 (41 U.S.C. 601-613). The Contract Disputes Act establishes the procedures for handling "claims" relating to United States Federal Government contracts. Claims by contractors against the Federal Government must be submitted in writing to the Government's Contracting Officer for a decision. Claims by contractors for more than \$100,000 must be accompanied by a certification that (i) the claim is made in good faith, (ii) the supporting data is accurate and complete to the best of the contractor's knowledge and belief, (iii) the amount requested represents the contract adjustment for which the contractor believes the Federal Government is liable, and (iv) the certifier is authorized to submit the certification on behalf of the contractor.

5 AND 7 DAY NOTICE

Purchaser will be notified by the Sales Contracting Officer or their authorized representative when removal is required. Property must be removed within five (5) workdays after oral notification or seven (7) workdays

after written notification.

A 72 hour notice is required prior to inspection and/or removal of property.

ARTICLE BID AND PRE-PAYMENT EVALUATION (TERM SALES TIED TO A MARKET)

The following market prices, as quoted at time of catalog production, will be used as a basis for evaluating percent bids to determine high bidder for items tied to a market and for computing the pre-payment on this sale.

ITEM NO.	DESCRIPTION	MARKET PRICE
1	No. 2 Bundles (Chicago) 4HH	\$0.0893

The pre-payment will be computed by applying the percentage bid by the above stated market price, multiplied by a 1 year generation, multiplied by 20 percent. EXAMPLE...If the amount bid per pound for an item is 50 percent of market price and annual generation is 10,000 pounds.

Sample pre-payment computation with market price of \$0.05 per (net ton/gross ton/lb) and with a one year generation of 10,000 (net ton/gross ton/lb):

Market Price per Pound	\$ 0.05
Percent of Market Price Bid	50 percent
Bid Price (lb)	0.025
Annual Generation	10,000 LBS
Price for 1 Year Generation	\$250.00
Required Pre-Payment (20 percent of 1 Year)	\$ 50.00

ARTICLE BID PRICE DETERMINATION (TERM SALES TIED TO AMERICAN METAL MARKET)

a. The publication listed below will be used as a basis for determining the bid price for each item to be included in the monthly billing statement. Billing price will be based on the highest quotation published for each item as indicated. The market(s) listed below as quoted in the "AMERICAN METAL MARKET" Thursday Edition for the first Wednesday of each month in which deliveries are made will be applied as follows:

ITEM NO.	DESCRIPTION
1	No. 2 Bundles (Chicago) 4HH

b. In the event that a zero market price, a negative market price, or no market price is published as specified above, the last positive market price quoted in the publication will be used.

ARTICLE CLEAN-UP

The purchaser is responsible for maintaining the worksite in a neat, orderly and safe manner. Purchaser will remove work performance related debris from the worksite and dispose of it properly prior to removal of this item.

ARTICLE DEMILITARIZATION

Property requiring demilitarization will be demilitarized by the Purchaser. All costs incident thereto shall be the sole responsibility of the purchaser. Demilitarization will be effected by cutting, chipping, chopping, melting, burning, tearing, shredding, crushing, or baling in a manner that prevents the further use of the item(s) for its/their intended military or lethal purpose. The use of precision cutting torch

fixtures, saws, or tools of any kind to minimize mutilation or demilitarization is forbidden. Title of the property will not pass to the purchaser until demilitarization has been completed.

ARTICLE DISMANTLING AND REMOVAL

Purchaser agrees to furnish all labor, material, and equipment necessary to dismantle and remove property at no cost to the Government. Adhering to all State and Federal OSHA, EPA, and base safety guidelines is the responsibility of the purchaser. Upon completion of the dismantling procedure, purchaser agrees to perform the required clean-up that will return the worksite to its original condition prior to the onset of the dismantling procedure. In the event the worksite is not satisfactorily cleaned, the purchaser agrees to reimburse the Government for all costs associated with the clean-up, including the cost of disposing of resultant debris.

ARTICLE FAILURE TO COMPLETE DEMILITARIZATION BY THE TIME SPECIFIED

1. Failure to complete demilitarization by the time specified will be cause for the Government to assess liquidated damages at the rate of \$125 (one hundred twenty five) per day per person, for each person assigned by the U.S. Government to survey the demilitarization, for each calendar day the Purchaser fails to complete demilitarization.
2. (Applicable to TANK TRACKS) Failure to submit required documentation within the specified time frame, or such extension thereof as may be granted by the Sales Contracting Officer, will be cause for the Government to exercise the provisions of Article C, Part 6, "Sale by Reference", July 2012": Failure to Demilitarize.

ARTICLE FAILURE TO PERFORM

Notwithstanding the provisions of Condition F of Part 4, Special Sealed Bid Term Conditions of the DRMS pamphlet "Sale by Reference", July 2012, entitled "Failure to Perform", the Government shall be entitled to retain or collect as liquidated damages a sum equal to 20 percent of the contract price for the quantity estimated to be generated within a 60-day period.

ARTICLE FAILURE TO REMOVE

In addition to the rights and remedies provided by Condition No. 9 of Part 2, General Sale Terms and Conditions of the DRMS pamphlet "Sale by Reference", July 2012, entitled "Default", if the Purchaser, after notification in accordance with the terms of the contract, fails to effect removal of the property being sold herein, the Government may, at its option and without further notice to the Purchaser, dispose of such of property as it determines endangers the public health or safety or constitutes a nuisance. The Purchaser shall be responsible for all costs occasioned by the Government for such disposal.

ARTICLE GOVERNMENT'S RIGHT OF SURVEILLANCE

- (a) The Government reserves the right to conduct inspections of the Purchaser's and/or its agent's representatives, assignee's and/or vendee's transportation conveyances and/or equipment utilized to effect removal of the property purchased under this Sales offering. Such actions may be accomplished prior to, during and/or subsequent to removal of the property from Government premises. The Purchaser shall furnish Government employees, or authorized representative with the free access and reasonable assistance required to conduct such inspections.
- (b) The Government reserves the right to conduct inspections of treatment, storage and disposal facilities of the Purchaser, its agent, representative, assignee and vendee including the equipment, instrumentalities, and records thereof. Such action may be accomplished prior to, during and subsequent to removal of property

from Government premises. The Purchaser shall furnish Government employees, or authorized representative with free access and assistance as requested to conduct such inspections.

(c) Where the Purchaser transfers any property acquired under this contract to a third party, the Purchaser warrants that by the terms of that transfer, the Government shall retain all rights and privileges conferred upon it by parts a and b of this clause.

ARTICLE MUTILATION

Item(s) is/are required to be mutilated by the purchaser in the manner and to the degree set forth below: Mutilation is a process that renders materiel unfit for its originally intended purposes by cutting, tearing, scratching, crushing, breaking, punching, shearing, burning, neutralizing, ect.

ARTICLE PERMITS

The Purchaser shall be responsible for obtaining any necessary licenses and permits, and for complying with all Federal, State and Local laws and regulations in connection with the prosecution of the work. The required permits and licenses including those required to transport and dispose of hazardous and toxic waste regulated by RCRA and TSCA. This responsibility requirement will be a matter of inquiry during the Sales Contracting Officer's pre-award evaluation of the offeror's capability to satisfactorily perform the contract. It will also be a continuing matter of inquiry by the Sales Contracting Officer during the Purchaser's performance of the sales contract.

ARTICLE TERMINATION

Notwithstanding the provisions of Condition 6 of Part 4, Sale of Government Property Special Sealed Bid-Term Conditions (Standard Form 114C-2, Apr 01) of DRMS pamphlet "Sale by Reference", July 2012, this contract may be terminated by either party without cost to the Government upon 60 days written notice to the other, to be calculated from the date the notice is mailed.

END USE CERTIFICATE

End Use Certificate applies and must be completed and submitted at the Sales Contracting Officer's request, prior to award.

ENVIRONMENTAL CONSIDERATION

DLA Disposition Services is committed to protecting the environment. It is the responsibility of this agency, as well as you, our buyers, to ensure that the sale of hazardous property, and the ultimate end use of that property, is performed in an environmentally compliant manner. As such, prior to the award of any hazardous item, each high bidders premises may be subject to an on-site inspection by a government representative.

MOTOR CARRIER RATING

A motor carrier that receives a safety rating from the Federal Highway Administration of "unsatisfactory" and does not improve such safety rating to "conditional" or "satisfactory" within the prescribed regulatory period is prohibited by the Code of Federal Regulations at 49 CFR 385.13 from operating a commercial motor vehicle to transport hazardous material for which vehicle placarding is required. Any motor carrier who operates a commercial motor vehicle in violation of this prohibition may be subject to civil penalties of up

to \$25,000 per violation. The assigned rating of a motor carrier may be obtained by calling (703)280-4001 or by providing the motor carrier name, principal office address and the ICC assigned docket number, or the U.S. DOT identification number to:

OMC-Safety Rating
P.O. Box 13028
Arlington, VA 22219

PRE-AWARD SURVEY

Prior to the award of a contract, the Sales Contracting Officer (SCO) or his authorized representative, will determine whether the potential Purchaser has the necessary permits/licenses, experience, organization and technical qualifications (either through its own facilities or the facilities of another firm) to handle materials of the nature offered herein and is capable of complying with all applicable Federal, State and Local Laws, Ordinances and Regulations.

RESOURCE CONSERVATION AND RECOVERY ACT NOTICE

EPA Hazardous Waste Regulations, 40 CFR Part 260 et seq, published at 45 Federal Register 33063-33285, May 19, 1980, became effective on November 19, 1980. These cradle-to-grave regulations detail the responsibilities of generators, transporters, treaters, storers and disposers of hazardous waste. Civil and criminal penalties are available for noncompliance. While the material offered under this solicitation is not subject to these regulations in its present form, subsequent actions taken with regard to the material may cause a hazardous waste to come into existence. Purchaser is cautioned that they are solely responsible to ascertain the extent to which these regulations affect it and to comply therewith.

SALES CONTRACTING OFFICER - CONUS

Sales Contracting Officer (SCO) for this sale is: Todd Koleski phone number 269-961-5993
email Todd.Koleski@DLA.MIL

STATEMENT OF INTENT

The Statement of Intent must be completed and submitted upon Sales Contracting Officer's request.

TORCH CUTTING

NOTE: Torch cutting will be allowed with permit from the Fire Marshal.

Approvals